



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

NOV 12 2013

D. Samuel Coffman, Esq.
Dickinson Wright / Mariscal Weeks
2901 North Central Ave., Suite 200
Phoenix, Arizona 85012-2705

RE: MUR 6465
John H. Junker

Dear Mr. Coffman:

On November 7, 2013, the Federal Election Commission ("Commissioner") accepted the signed conciliation agreement submitted on your client's behalf in settlement of violations of 2 U.S.C. §§ 441b(a) and 441f, provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to Mr. Junker.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the effective date of the conciliation agreement. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Marianne Abely
Marianne Abely
Attorney

Enclosure
Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 6465
John H. Junker)

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint. The Federal Election Commission ("Commission") found reason to believe that John H. Junker ("Respondent") knowingly and willfully violated 2 U.S.C. §§ 441b(a) and 441f.

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

1. The Commission has jurisdiction over Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent John H. Junker is the former President and Chief Executive Officer of the Arizona Sports Foundation, dba The Fiesta Bowl ("Fiesta Bowl"), a non-profit corporation in the state of Arizona organized under section 501(c)(3) of the Internal Revenue Code.

2. The Federal Election Campaign Act, as amended, (the "Act") prohibits corporations from making contributions from their general treasury funds in connection with the election of

John H. Junker
MUR 6463
Conciliation Agreement

any candidate for federal office. 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits any officer or director of any corporation from consenting to any contribution by the corporation.

3. The Act also prohibits any person from making a contribution in the name of another and from knowingly permitting his or her name to be used to effect such a contribution. 2 U.S.C. § 441f. In addition, "no person shall . . . knowingly help or assist any person in making a contribution in the name of another." 11 C.F.R. § 110.4(b)(1)(iii).

4. A knowing and willful violation of the Act requires full knowledge of all the relevant facts and a recognition that the action is prohibited by law.

5. Since 2000, the Fiesta Bowl has used corporate funds to reimburse at least twenty-one individuals for at least \$46,539 in campaign contributions. At least \$30,400 of the contributions were made to federal candidates, comprised of twenty-nine contributions made by fourteen individuals.

6. Contributions were typically requested by Junker, former Fiesta Bowl Chief Operating Officer Natalic Wisneski, and former Fiesta Bowl consultant Gary Husk. Husk's office would typically send contribution solicitations by e-mail to Junker or Wisneski, and then a copy of the e-mail would be sent to other employees. The primary means of reimbursing contributors was through "bonus" checks signed by Wisneski. Junker consented to and assisted with the reimbursements by making the decision to solicit employees and by directing Wisneski to use Fiesta Bowl funds to reimburse employees and other individuals, including his own contributions.

7. Junker knew at the time that it was illegal for all corporations, including all non-profit corporations, to make donations to political campaigns, and that it was illegal to use other people's names to make contributions using corporate funds.

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8. On March 13, 2012, Junker entered a Plea Agreement in U.S. District Court, pleading guilty to 18 U.S.C. § 371 (Conspiracy), admitting, *inter alia*, that he "knowingly and willfully" violated the law by "making campaign contributions in the name of another."

9. Respondent states that he paid restitution to the Fiesta Bowl in the sum of \$62,500, which he contends reimbursed the Fiesta Bowl for all prohibited contributions (local, state and federal) reimbursed to employees and spouses from Fiesta Bowl funds.

V. Respondent knowingly and willfully violated 2 U.S.C. §§ 441b(a) and 441f by consenting to the use of corporate funds to make contributions in the names of others, by assisting in making contributions in the names of others, and by allowing his name to be used to effect such contributions.

VI. Respondent will cease and desist from violating 2 U.S.C. §§ 441b(a) and 441f.

VII. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Twenty-five Thousand dollars (\$25,000), pursuant to 2 U.S.C. § 437g(a)(5)(B).

VIII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

X. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

John H. Junker
MUR 6465
Conciliation Agreement

8. On March 13, 2012, Junker entered a Plea Agreement in U.S. District Court, pleading guilty to 18 U.S.C. § 371 (Conspiracy), admitting, *inter alia*, that he "knowingly and willfully" violated the law by "making campaign contributions in the name of another."

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John H. Junker
MUR 6465
Conciliation Agreement

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

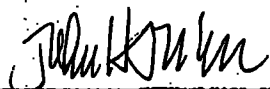
BY:



Daniel A. Petalas
Associate General Counsel
for Enforcement

11/7/13
Date

FOR THE RESPONDENT:



Name: JOHN H. JUNKER
Title:

3/15/2013
Date